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TITLE	Professional Negotiation Agreement between the Board of Trustees of Junior College District 517 and the Lake Land Faculty Association.
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ABSTRACT

This document presents the professional negotiation agreement between the Board of Trustees of Junior College District 517 and the Lake Land Faculty Association. Articles of the agreement include the preamble, recognition, definition of responsibilities and rights, effect of the agreement, negotiation procedures, attendant costs, duration of the agreement, the negotiation agent, and acceptance. (MJM)

Lake Land College
Illinois, NEA
2 year

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PROFESSIONAL NEGOTIATION AGREEMENT

I. PREAMBLE

The Board of Trustees of Junior College District 517, hereinafter referred to as the "Board", and the Lake Land Faculty Association, hereinafter referred to as the "Association", recognize that the aim of public junior colleges is to provide the best education possible for students. Attainment of these educational objectives is a joint responsibility of the Board, the administrative and supervisory staff and the professional teaching personnel.

Attainment of the educational objectives of the district requires mutual understanding and cooperation among the Board, the administrative and supervisory staff, and the professional teaching personnel. To this end, free and open exchange of views is desirable and necessary, with all parties participating in deliberations leading to the determination of matters defined as negotiable in Article III Section B, below.

It is recognized that teaching is a profession requiring specialized educational qualifications and that the success of the educational program in the district depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered. As evidence of its acceptance of the professional rights and responsibilities of teachers, the Association has endorsed the Uniform Code of Ethics of the Education Profession.

II. RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole negotiation agent for all full-time staff members who have contracted half-time or more teaching, counseling or instructional materials assignments.

Further, the Board agrees not to negotiate with any teacher individually during the duration of this Agreement.

III. DEFINITION OF RESPONSIBILITIES AND RIGHTS

A. The Board hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the statutes of the State of Illinois. However, the Board agrees to participate in good faith negotiations with the duly designated representatives of the Association. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit defined above.

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B. The Association and the Board agree that negotiations, in good faith, will encompass only the following items: salaries, related economic conditions of employment, grievance adjustment, negotiating procedures, sabbaticals, leaves and tenure.

C. "Good faith" is defined as the mutual responsibility of the Board and the Association to deal with each other openly and fairly and to sincerely endeavor to reach agreement on items being negotiated.

D. It is the mutual responsibility of the Board and the Association to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations and to reach tentative agreements which shall be presented to the Board and Association respectively with explicit reasons for the adoption of the same.

E. Facts, opinions and proposals will be exchanged freely during the meeting or meetings in an effort to reach mutual understanding and agreement on matters defined as negotiable in Section III, B.

F. Teachers shall have the right to form, join, or assist professional employees' organizations and to participate in professional negotiations with the Board through representatives of their own choosing.

G. As a duly elected body exercising governmental power under authority of law of the State of Illinois, the Board undertakes and agrees that it will continue to not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the laws of Illinois or the Constitution of Illinois and the United States; that it will continue not to discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of his membership in the Association.

H. The Association shall continue the right to post notices of its activities, to use teacher's mailboxes and to use school buildings for meetings so long as in the opinion of the College President there is not interference with the orderly processes of the college.

I. Requests by Association representatives to hold meetings in school facilities will be granted by the administration provided that no interference with the instructional program would be occasioned by the granting of such requests and providing all visitors obtain permission from the President's office before proceeding to their destinations.

Association's views on matters relating to supervisor-teacher or Board-teacher relationships will not be discussed in the presence of students.

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J. The Association shall also have the right to hold general meetings on College property provided such meetings in no way interfere with any aspect of the instructional program and provided that such meetings entail no additional maintenance or custodial expenses.

K. The Association will furnish copies of any pertinent information as reasonably requested by the Board or its representative. The Board will furnish copies of any pertinent information as reasonably requested by representatives of the Association. Nothing herein shall require the central administrative staff to research and assemble information.

ARTICLE IV - EFFECT OF AGREEMENT

A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto.

B. This Agreement shall not be modified in whole or in part by the parties except by an amendment in writing duly executed by both parties.

C. This Agreement shall be incorporated into the Board Policies of Junior College District 517, Illinois, and shall be a part of the Board Policies, which may be altered, changed, added to, deleted from, or modified only through the voluntary consent of the parties in an amendment hereto during the duration of this Agreement.

D. The terms and conditions of this Agreement shall be reflected in individual contracts.

E. Should any Article, Section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law, but the remaining Articles, sections and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted Article, Section or clause.

ARTICLE V - NEGOTIATION PROCEDURES

A. Each party in any negotiations shall select its negotiating representatives as provided below:

1. Each negotiating team shall consist of no more than three members.

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2. Association representatives will be members of the Association.

3. Board representatives will be members of the Board or the College administration at the option of the Board.

4. During negotiations each team shall have the prerogative of having two consultants at any one meeting, changing consultants between meetings if that team so desires.

5. Membership of the teams shall not be changed during the course of negotiations except in unavoidable emergencies.

B. If negotiations are requested by either party on matters specified in Article III, Section B, such negotiations shall begin no later than January 15 with meetings to be held on at least a bi-weekly basis and at times and places to be agreed upon by the parties.

C. Meeting time, places, rules will be as follows:

1. Negotiating sessions shall be in the Board of Trustees room or other mutually acceptable place.

2. Negotiation meetings shall be held at times other than the negotiating teachers' work hours.

3. Either team may caucus at any time during the negotiating session for ten minutes. A longer caucus must be mutually agreed upon.

4. During negotiations all materials submitted by either team to the other team will be initialled by all negotiating members present to indicate receipt of the information. During negotiations, agreed upon material shall be prepared for the Board and the Association and signed prior to the adjournment of the meeting at which agreement was reached.

5. Postponement or cancelling of scheduled negotiating meetings must have consent of representatives of the Board and the Association. Any such requests must be made at least 24 hours in advance of the meetings, except in cases of unavoidable emergencies.

6. Until negotiations are completed or an impasse is reached no information regarding negotiations will be released without the mutual agreement of the Board and Association. Such mutually acceptable information shall be released by the College President.

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7. The agenda setting forth the order in which items shall be negotiated will be established at the first negotiating session.

D. Agreement and Appendices. When the representatives of the Association and Board reach tentative agreement on all matters being negotiated, they will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the full Board for official approval with explicit reasons for the adoption of the same.

E. Definition of Impasse. If agreement is not reached on all items by April 1 or at a later date mutually agreed upon, the parties may mutually agree to mediation as a means of attempting resolution of the item or items in dispute.

F. Mediation. A mediator shall be selected within seven calendar days from the date on which either party declares in writing to the other than an impasse exists. If the parties cannot agree on a mediator, the mediator shall be selected as prescribed in Sub-sections 1, 2, and 3 below.

1. A list of 5 mediators shall be secured from the Executive Secretary of the State Junior College Board provided that such list shall not include a resident of the involved college district.

2. Selection of the mediator shall be made by the parties from the list supplied as determined above. Final selection of the mediator shall be made by the parties alternately striking a name from the list until one name remains, and this person shall serve as mediator. The party eligible for the first deletion shall be determined by chance.

3. If the final mediator named is unable to serve, the last name struck from the list shall be the alternate.

4. The total time for the mediation process shall not exceed 14 calendar days from the date of selection of the mediator unless then both parties shall mutually agree to an extension of time. The mediator shall meet with the parties or their representatives, or both, forthwith, whether jointly or separately and shall take such other steps as he may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement; provided, that the mediator shall not, without the consent of both parties, make public findings of fact or recommended terms of settlement.

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G. If no agreement is reached through mediation, the ultimate decision of the Board is final.

ARTICLE VI - ATTENDANT COSTS

Cost for consultants chosen by any party shall be paid by that party. The costs for the mediator shall be shared equally by the Board and the Association.

ARTICLE VII - DURATION OF AGREEMENT

A. This Agreement shall be effective as of _____ and shall continue in effect until January 10, 1975.

B. This Agreement shall remain in force from year to year after January 10, 1975 unless:

1. Written notice is given within 120 days but not less than 60 days prior to January 10 of the year in which this Agreement is to terminate, or within 120 days but not less than 60 days prior to January 10 of any subsequent year, by either party, of its desire to terminate, amend or modify this Agreement, upon receipt of such notice, arrangements shall be made promptly for negotiations to commence per Article III, Section B.

ARTICLE VIII - NEGOTIATION AGENT

1. Recognition of the present negotiation agent is successfully challenged, if a petition, deemed valid by the Board, of no less than thirty percent (30%) of the professional employees in the negotiating unit is filed with the secretary of the Board between September 15 and November 15 of the calendar year preceding the year in which this Agreement is to be terminated, a referendum shall be held within thirty (30) days of the filing of the petition to elect an exclusive representative. The ballot used in the election shall include "no representative" among the choices. The organization designated by the majority of votes cast shall be the negotiation representative. If the choice of "no representative" receives a majority of the votes cast, then the Board will not recognize any representative for at least twelve (12) months thereafter. If no choice receives a majority vote, then a run off election shall be conducted among the

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top two choices. If a new representative is elected, any negotiations on a new Agreement, if such negotiations are requested will be conducted as per Article III, Section B of this Agreement with the newly elected representative.

ARTICLE IX - ACCEPTANCE

This Agreement is signed and adopted this _____day of _____, 19 ___.

In Witness thereof:

For the _____

_____
President

_____
Secretary

For the Board of Trustees,
School District _____

_____
Chairman

_____
Secretary